

MEMORANDUM

Agenda Item No. 8(I)(1)


TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Memorandum of Agreement between the United States Department of the Army and Miami-Dade County for the United States Department of the Army to conduct training exercises in Miami-Dade County; and authorizing the County Mayor to execute the agreement, exercise the provisions contained therein, including execution of notifications of training as training exercises are scheduled and termination provisions

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams *apw*
County Attorney

APW/cp

Memorandum



DATE: December 1, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to be "Carlos A. Gimenez".

SUBJECT: Resolution Authorizing Execution of a Memorandum of Agreement between Miami-Dade County and the United States Department of the Army to Conduct Training Exercises within Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee action in executing the Memorandum of Agreement (MOA) between the United States Department of the Army and Miami-Dade County, by and through its department, the Miami-Dade Police Department (MDPD), for the Army to conduct training exercises within Miami-Dade County and to execute the termination provisions contained in the Agreement. The Agreement for this training partnership is effective for a period of three (3) years from the date of the final signatory.

Scope

The MOA is between the United States Department of the Army and Miami-Dade County through the MDPD. Training will occur primarily within the boundaries of Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Janna Bolinger-Heller Captain for the MDPD's Homeland Security Bureau, will track and monitor the MOA and related training exercises.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the MOA between the United States Department of the Army and the County. Also, the County Mayor or County Mayor's designee is authorized to execute the Notifications of Training as training exercises are scheduled.

Background

The United States Department of the Army conducts training in various locations throughout the United States. This MOA memorializes the partnership between the United States Department of the Army, specifically the Special Operations Command, and Miami-Dade County. The MOA grants authority to the United States Department of the Army's Special Operations Command to conduct training exercises locally in Miami-Dade County. The training exercises will be coordinated with MDPD and will involve military personnel, government civilian workers, and contractors. Private citizens will not be part of or involved in the training exercises. This is a significant and important partnership for Miami-Dade County and the MDPD.

A handwritten signature in black ink, appearing to be "Russell Benford".

Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
12-1-15

RESOLUTION NO. _____

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE ARMY AND MIAMI-DADE COUNTY FOR THE UNITED STATES DEPARTMENT OF THE ARMY TO CONDUCT TRAINING EXERCISES IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING EXECUTION OF NOTIFICATIONS OF TRAINING AS TRAINING EXERCISES ARE SCHEDULED AND TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of the Memorandum of Agreement between the United States Department of the Army, Special Operations Command, and Miami-Dade County to conduct training exercises within Miami-Dade County, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise the provisions contained in the Memorandum of Agreement, as set forth therein, including execution of notifications of training, as training exercises are scheduled, for and on behalf of Miami-Dade County and termination provisions.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MP

Matthew Papkin



DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY
SPECIAL OPERATIONS COMMAND
2929 DESERT STORM DRIVE
FORT BRAGG, NORTH CAROLINA 28310-9110

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY SPECIAL OPERATION COMMAND (USASOC)
(on behalf of 7th Special Forces Group (SFG))
AND
MIAMI-DADE COUNTY
AND
MIAMI-DADE POLICE DEPARTMENT

SUBJECT: Memorandum of Agreement in Support of Training Within Miami-Dade's Jurisdiction.

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the Miami-Dade County, Florida and Miami-Dade Police Department, hereinafter "Miami-Dade" for 7th SFG (A) to conduct training within Miami-Dade's jurisdiction. 7th SFG (A) requests that Miami-Dade grant 7th SFG (A) the authority to periodically conduct required training within Miami-Dade. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. Miami-Dade hereby agrees to permit members of 7th SFG (A) (to include all military, civilian and contractor support personnel) to conduct military training, to include surveillance, boat handling, dive training, boat interdiction, advanced communications, raid, reconnaissance, Convoy, Foot Movement of troops and Equipment, Drop Zone, Landing or Pick up Zone, other helicopter operations, and other required training necessary to develop special operations skills, within the boundaries of Miami-Dade County. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training of or with Miami-Dade Police Department personnel will comply with all federal laws and Department of Defense instructions and regulations, and USSOCOM Policy. Any training to be conducted on private property in the above mentioned county will be coordinated with and approved by the property owners involved using a land use agreement, if appropriate. This approval is subject to the following:

a. This MOA becomes effective upon execution by Miami-Dade and USASOC and will run for three (3) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOA recognizes that 7th SFG (A) intends to conduct training in Miami-Dade on multiple occasions over that time period. Prior to conducting any training, 7th SFG (A) will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training

Subject: Memorandum of Agreement in Support of Training Within Miami-Dade's Jurisdiction

personnel points of contact, specific types of training to be conducted, areas to be utilized during training, and dates of intended usage (see enclosure). The information will be provided in order to give the county of Miami-Dade the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by 7th SFG (A) to provide written notice at least thirty (30) days in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, 7th SFG (A) will conduct daily liaison with the designated law enforcement personnel.

b. The 7th SFG (A) shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. Per the 31 U.S.C. Sect. 1341, "The Anti-Deficiency Act", prohibits open-ended indemnification and "hold harmless agreements" by the U.S. Government. The U.S. Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. 2733, as applicable, for any injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. The FTCA, and supporting case law, provides several means of recovery for negligent acts of Government personnel. The injured party may submit a claim directly against the U.S. Government; a defendant may implead the U.S. Government as a third-party tortfeasor; or a defendant may later pursue the U.S. Government in a separate indemnity action or claim submission, for any amounts paid to the injured party due to negligence of the U.S. Government. A perfected claim requires a completed U.S. Government Standard Form 95 and proof substantiating the claimed amount. Other documentation may be required on a case by case basis. Claims packages may be submitted to the below offices standard mail.

ATTN: Claims
Room 320 Building 5700 Novosel St.
Fort Rucker, AL 36362

3. For all training exercises, 7th SFG (A), via the officer in charge (OIC) of the exercise, will ensure that local law enforcement is informed of all areas, times and dates that will be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, 7th SFG (A) staff will embed a liaison element within the Miami-Dade Police Department that will notify the requisite elements of the Miami-Dade Police Department of any activity within each district. 7th SFG (A) instructors will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the 7th SFG (A) leadership responsible for the training and the 7th SFG (A) Public Affairs Office. The Miami-Dade Police Department will intervene and act as they deem necessary to handle and resolve any situation.

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Subject: Memorandum of Agreement in Support of Training Within Miami-Dade's Jurisdiction

4. Unless otherwise agreed upon in writing, 7th SFG (A) training activities in the Miami-Dade will be low-impact and low-visibility. 7th SFG (A) activities are not likely to attract undue attention nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. In the event that a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any personnel conducting training about their activities, the personnel conducting training will provide an Exercise Participant Card and Military Identification Card. The personnel conducting training will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all personnel conducting training will comply with instructions from local law enforcement officials and will immediately inform their OIC.
5. Prior to the start of the exercise, 7th SFG (A) members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by 7th SFG (A) conducting this training. Tactical vehicles, Rental, and/or government plated vehicles consisting of sedans, mini-vans, and sport utility vehicles will be utilized during this training.
6. The 7th SFG (A) personnel conducting training will not conduct concealed carry of firearms at any time during training. 7th SFG (A) personnel will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during the course of active training in Miami-Dade without advance notice to Miami-Dade.
 - a. "Active training" does not include transportation of weapons between training locations.
 - b. The 7th SFG (A) may be permitted to carry firearms, simulated firearms, or pyrotechnic devices on a case-by-case basis. Notification will take place four weeks prior to the commencement of any exercise activity within Miami-Dade. 7th SFG (A) will coordinate with Miami-Dade Police Department detailing the starting and ending point of each movement time of movement, activities to be exercise, make/model/license plate of vehicles, and number of personnel executing activity. Miami-Dade maintains the right to refuse to permit the desired activity. Any refusal will be provided by Miami-Dade in writing within two weeks after receipt of the notification of the exercise.
7. All 7th SFG (A) personnel will be in civilian attire or military uniforms; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All 7th SFG (A) personnel conducting training and exercise staff will obey all traffic laws and posted speed limits. At no time will 7th SFG (A) personnel engage in any activity that will put themselves or others in danger, and they will obey all orders from civilian law enforcement agencies. The training exercise will culminate when all exercise participants have departed the Miami-Dade area. The 7th SFG (A) OIC will notify the Miami-Dade Police Department upon completion of the exercise. The 7th SFG (A) OTC will provide Miami-Dade a signed copy of this document and a copy of the notification for each training event for the record.
8. Financial Details. This MOA does not document the obligation of funds between the parties. The obligation of funds by the Parties is subject to the availability of appropriated funds.

Subject: Memorandum of Agreement in Support of Training Within Miami-Dade's Jurisdiction

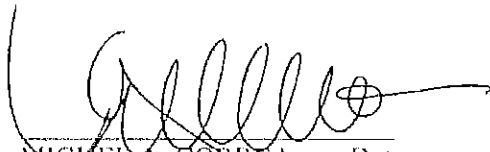
9. Modification or Termination

a. Modifications to this MOA must be in writing and signed by authorized representatives of Miami-Dade and 7th SFG (A). The representative for 7th SFG (A) can be contacted at 7th SFG (A) ATTN: Office of the Staff Judge Advocate, at kurt.m.rowland@soc.mil or via phone at 850-885-7272. The representative for the office of Miami-Dade, Acting Major Janna Bolinger-Heller, of the Miami-Dade Police Department, can be contacted via phone at 305-470-3900, and via email at jbh@mdpd.com.

b. This MOA shall remain in effect for three (3) years from the date of execution of the last signing party. Both Miami-Dade and USASOC retain the right to terminate this MOA at any time, with ninety (90) days written notice to the other party, for any reason.

USASOC

Miami-Dade



MIGUEL A. CORREA Date
COL, GS
USASOC, Chief of Staff

CARLOS A. GIMENEZ Date
Mayor
Miami-Dade County

J.D. PATTERSON Date
Director
Miami-Dade Police Department